

**ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED**  
**(A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA)**

**BIDDING DOCUMENT**  
**(SINGLE PART BID)**

**FOR THE WORK OF**

**Name of work:**      **APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) -  
Clearing and Uprooting of Juliflora (Prosafis) jungle &  
Grass along the Internal BT Road near PS-02 and PS-04  
of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa  
District, A.P.**

**Tender Notice No. 03/2021-22/SE/C/APSPCL/F.Dkt/D.No.671/22, Dt. 15.03.2022**

## ANDHRA PRADESH SOLAR POWER CORPORATION PRIVATE LIMITED

### TENDER NOTICE

**Tender Notice No. 03/2021-22/SE/C/APSPCL/F.Dkt/D.No.671/22, Dt.15.03.2022**

1.	Department Name	Andhra Pradesh Solar Power Corporation Private Limited ( <b>A J V Company Of Govt. Of Andhra Pradesh And Govt. Of India</b> )
2.	Circle/Division Name	Superintending Engineer / Civil / APSPCL / Guntur
3.	Tender Notice No.	<b><u>Tender Notice No. 03/2021-22/SE/C/APSPCL/F.Dkt/D.No. 671/22, Dt. 15.03.2022</u></b>
4.	Name of Work	APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) - Clearing and Uprooting of Juliflora (Prosafis) jungle & Grass along the Internal BT Road near PS-02 and PS-04 of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa District, A.P.
5.	Estimated Contract Value (Approximately)	<b>Rs. 98,600/- (Rupees Ninety Eight Thousand and Six Hundred Only)</b>
6.	Period of Contract	One Month
7.	Form of Contract	L.S
8.	Tender Type	Open
9.	Tender Category	Works
10.	Tender Schedule Cost	Rs.112/- (Rupees One Hundred and Twelve Only)
11.	Bid Security (EMD)	Rs. 1,500/- (Rupees One Thousand and Five Hundred Only)
12.	Bid Security Payable to	By way of DD drawn on any nationalized bank in favour of Managing Director/ APSPCL/ Guntur.
13.	Last date for receipt of application for tender schedule.	Up to 22.03.2022, 03.00 P.M
14.	Sale of tender schedules	Up to 22.03.2022, 05.00 P.M
15.	Last date for receipt of tenders	23.03.2022, 5.00 P.M
16.	Bid Submission	The intending tenderer/Contractors have to submit their tenders in the Chamber of Superintending Engineer/Civil/APSPCL.
17.	Bid Validity	180 days from the date of opening of the Bid
18.	Opening of tenders	23.03.2022, After 5.00 P.M
19.	Eligibility Criteria	<b><u>1. Registration</u></b> (i) The intending tenderer should have posses minimum Class V (Civil) & above in any State/Central Govt. or any State/Central PSU etc. (ii) Registration under process shall not be accepted.
20.	Place of Opening of Tenders	In the chambers of Superintending Engineer/Civil/ APSPCL, Flat no. 501, 5 <sup>th</sup> Floor, Garuda Enclave, Beside TG Plaza, Tadepalli, Guntur Dist - 522 501. E-Mail: <a href="mailto:apspcl.secivil@gmail.com">apspcl.secivil@gmail.com</a>
21.	Procedure for bid submission	a) Intending tenderers may obtain tender schedules from office of Superintending Engineer/Civil/APSPCL/Tadepalli/Guntur in person or through their authorized agents. The tenderers shall apply for tender schedules along with the separate DDs in favour of Managing Director/APSPCL/Tadepalli/Guntur payable at Guntur for cost of tender schedule and EMD to the undersigned.

22.	Statutory Requirements	<p>The tenderer shall fulfill the following statutory requirements.</p> <p><b>a) Labour Rules and Regulations</b> The tenderer shall comply with all statutory labour rules and regulations for EPF, GIS/ESI, Labour cess, Contract labour rules, Workmen compensation etc., as may be applicable.</p> <p><b>b) GST</b> The tenderer should have registration under GST in the state of Andhra Pradesh from concerned department. Applicable GST as on date is 18% of total value of the contract and the rates quoted shall be exclusive of GST.</p>
23.	Other Payments to be made	Apart from the Bid Security (EMD) the tenderer shall be liable to pay the cost of tender schedule.
24.	Documents to be submitted to the Tender inviting authority.	<p>All the bidders shall submit the scanned copies of the following documents along with the tender schedule.</p> <p>1) DD for EMD amount - This will be the primary requirement to consider the bid responsive. – Mandatory. 2) Contractor registration certificates – Mandatory. 3) Registration copies of EPF, ESI/Insurance &amp; GST.</p> <p><b>Note:</b> 1) The tenderer is liable to be disqualified, if he is found to have mislead or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc.</p> <p>2) Even while executing the work, if found that the contractor had produced false/fake certificates, he will be black listed and the contract will be terminated and his Bid security will be forfeited and work will be carried out through other agency at his cost and risk.</p>
25.	Other relevant information	<p>1. APSPCL reserves the right to award even part work or to cancel the tenders without assigning any reasons thereof. 2. No tender schedule will be sent by post. 3. The cost of tender schedules once paid will not be refunded under any circumstances.</p>

**Sd/-**  
**SUPERINTENDING ENGINEER/CIVIL**

To  
The Bidders through notice board / APSPCL website.

**Copy to the:**

- 1) Notice Board.
- 2) The Executive Engineer/Tech to the CEO and Chairman & Managing Director/APSPCL for information.
- 3) The Deputy Executive Engineer/Electrical/APSPCL/Kurnool for information.
- 4) The Dy.CCA/APSPCL/Guntur for information.
- 5) The Deputy Executive Engineer/Civil/APSPCL/Kadiri for information.
- 6) The Deputy Executive Engineer/Civil/APSPCL/ Kadapa for information.

## DETAILED TENDER NOTICE

1. Sealed Tenders will be received by the **Superintending Engineer/Civil**, APSPCL, Tadepalli, Guntur, up to **5.00 PM on 23.03.2022** for the work of **"APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) - Clearing and Uprooting of Juliflora (Prosafis) jungle & Grass along the Internal BT Road near PS-02 and PS-04 of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa District, A.P."** **The tenders will be opened by the Superintending Engineer/Civil, APSPCL 5.00 PM onwards on 23.03.2022 in his chambers.** If the tender opening day happens to be a holiday the tenders will be opened at the same timings mentioned above on the next working day. The tenderers or their authorized agents are expected to be present at the time of opening of tenders.

Intending bidders can contact office of the Superintending Engineer / Civil / APSPCL / Guntur for any clarification/ information on any working day during working hours

2. Earnest Money Deposit:  
Each bidder must pay Bid Security i.e., Earnest Money Deposit of **Rs. 1,500/- (Rupees One Thousand and Five Hundred Only)** while submitting their bids. The EMD shall be paid by way of DD drawn on any nationalized bank in favour of Managing Director/APSPCL and payable at Guntur.

- i. The Earnest Money Deposit will be refunded to the unsuccessful tenderer after intimation of the rejection of the tender or at the expiration of 180 days from the date of tender whichever is earlier.
- ii. The Earnest Money will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- iii. Tenderers are not permitted to withdraw their or his offer once made for a period of 180 days after the opening of the tenders and in the event of such tenderers withdrawing their tenders' within 180 days after opening of tenders, the Earnest Money deposited by him/them will be forfeited by the APSPCL

- 2.1 In addition to the EMD, the balance amount of total up to 5% of the value of contract shall be paid by the successful tenderer as security deposit by way of Bank Guarantee/Demand Draft from Nationalized Bank approved by APSPCL as per proforma appended at the time of entering into the agreement. The above security deposit shall be furnished within fifteen (15) days from date of receipt of award. Further, 5% of the value of work done will be recovered from the running bills for the due fulfillment of the contract.

**The Security deposit (including EMD) will be refunded to the contractor after satisfactory completion of performance guarantee period as all defects shall have been made good according to the true intent and meaning thereof. The guarantee period commences from the date of completion of the work in all respects satisfactorily. These amounts will not bear any interest.**

**The retention amount which is recovered from the running bills shall be released after satisfactory completion of performance guarantee period. These amounts will not bear any interest.**

- 2.2 Failure to enter into the required agreement or to make the security deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit. The written agreement to be entered in between the contractor and the

APSPCL shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of APSPCL.

- 2.3 The work shall be commenced from the dates specified by APSPCL, otherwise EMD will be forfeited.

**If the successful tenderer fails to sign the agreement or otherwise commit default, the APSPCL shall have the right to recover damages according to law apart from forfeiting the earnest money deposit.**

3. **Period of contract: 1 Month**

3.1. **Programme of work**

The attention of the tenderer is directed to the contract requirements as to the time of beginning the work, the rate of progress and the dates for the completion of the whole work and its several parts.

The programme of work to be done from time to time is indicated below. However, the Executive Engineer / Engineer-in-charge of the work will decide the priority of various items of work and their location and direct the successful tenderer for execution so as to complete the entire work as required.

**The date of commencement of this work will be the date on which the site is handed over to the Contractor.** The agreement shall be concluded before the site is handed over to the contractor or before he draws any materials.

Further, it shall also be noted by the tenderer, if on any account, the work gets dislocated due to the site being not available for work on any day or due to any other reason, it is not binding on the APSPCL to pay any compensation to the contractor, but the corresponding extension of time will be granted to the contractor.

The construction programme for the works envisaged in the specification is indicated below:

<b>S.No.</b>	<b>Period after date of commencement</b>	<b>Cumulative Percentage of the work to be completed based on contract amount</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1.	1 Month	100 %	

The periods entered in column (3) for the purpose of defining the rate of progress may be altered by the Engineer-in-charge or appropriate authority authorized by APSPCL to suit the requirements of project completion.

If, due to any other reason beyond the control of the contractor, the progress is slow during any period indicated above, the same shall be made up in subsequent periods and the programme shall be complied within minimum possible time.

The Executive Engineer / Engineer -in-charge shall direct the sequence and pace of the parts of the work and the contractor shall comply with them. Payment will be

effected as per actual work completed and based on the approved mode of payment.

4. ***Penalty: Action as per clause 60 and 61 of PS to APSS will be taken by the Executive Engineer / Engineer-in-charge if the contractor fails to adhere to the above programme of work.***

***Due to what so ever reasons, if work gets extended beyond the contract period, an amount equivalent to 5% of running account bill will be recovered in the extended period of contract from the running account bills and release or forfeiture of this in part or full will be dealt as per the approval of competent authority of APSPCL.***

5. The **Superintending Engineer/Civil/APSPCL**, or other sanctioning authority reserves the right to reject any tender in full or part or all the tenders without assigning any reason there for. The quoted percentage shall be binding on the tenderer even if the **Superintending Engineer/Civil/APSPCL** awards part of the work.

#### 6. **TAXES, DUTIES, TOLLS AND SEIGNIORAGE:**

The contractor shall, unless otherwise specially stated in the tender notice and subsequently on this basis in the contract, be responsible for the payment wherever payable of all import duties, octroi duties, seigniorage, quarry fees etc. on all materials and articles that he may use Seigniorage and local cess charges payable on the materials used by the tenderer in the work will be recovered at rates fixed by competent authority from time to time from the contractor's bills and the same will be remitted to Mines & Minerals Department.

All taxes, duties, seigniorage and local cess charges, Turnover etc, except GST, EPF, GIS & Labour Cess (Labour cess will be recovered and remitted as TDS as per the building and other construction welfare cess act 1996) payable to the Govt./Quasi Govt.Bodies at the rates as on the date of opening of tender are deemed to be included in the quoted prices. **The applicable GST as on date will be paid extra on submission of GST invoice. The payment of GST is the responsibility of the contractor. Seigniorage on metal, sand, gravel etc., and local cess will be recovered at rates fixed by competent authority from time to time from the contract bills. However, Seigniorage charges will not recovered if the contractor submits the proof of payment of Seigniorage charges to the concerned department. Statutory variations in the applicable rates or newly introduced taxes/duties, Seigniorage and local cess will be to APSPCL account subject to the condition that the work has to be completed as per the time schedule stipulated in the contract/agreement.**

The percentage less/excess on ECV quoted for the subject work shall be excluding **GST, EPF, GIS, & Labour Cess. EPF & GIS** will be reimbursed by APSPCL on production of proof of actual remittances made and subject to the satisfaction of Engineer-in-Charge that the said contribution done is only for the workers employed on this work. Labour cess will reimbursed to the contractor as per actual on production of proof of payment as per the building and other construction welfare cess act 1996. APSPCL will not reimburse any excess payment made by the contractor for any of the above due to mis-interpretation of law or any other reason.

No GST will be collected from the contractor for the materials supplied by the APSPCL at free of cost.

Notwithstanding anything contained in Section 10 of the Indian Tariff Act, of 1894, the rates for item involving the use or supply of articles obtained by the contractor from outside India shall remain unaffected by any changes that may be introduced in the Customs duties.

Other taxes and duties levied by the Central/State Govt. prevailing as on the date of opening of tenders shall be to the contractor's account and the percentage less/excess on ECV value quoted shall be inclusive of them. Any increase in taxes and duties shall be to APSPCL's account. If there is any decrease in taxes and duties, credit shall be given to APSPCL to that extent.

The APSPCL will not however be responsible for payment any other tax made by the contractor under misapprehension of law.

## **7.0 DEFECT LIABILITY**

- 7.1 The contractor shall be responsible to make good and remedy at his own cost within such a period as may be stipulated by the Engineer-in-charge any defect observed during the course of execution or which may develop or may be noticed before the expiry of the period mentioned in the Guarantee clause on intimation of which has been sent to the contractor within seven days of expiry of the said period by a letter sent by hand or Registered post.

## **8.0 GUARANTEE**

- 8.1 There is a no Guarantee period for this work.

## TENDER FORM

**To  
The Managing Director,  
APSPCL, Tadepalli,  
Guntur – 522 501.**

**Sir,**

I/We do hereby tender and, if this tender be accepted undertake to execute the work of *"APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) - Clearing and Uprooting of Juliflora (Prosafis) jungle & Grass along the Internal BT Road near PS-02 and PS-04 of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa District, A.P.* as shown in the drawings and as described in the specifications deposited in the office of the **Superintending Engineer/Civil/APSPCL, Tadepalli, Guntur - 522 501** with such variations by way of, alterations or additions to, and omissions from the said work and method of payment as are provided for in the "Conditions of Contract" **at the estimated contract value (ECV) PLUS (or) MINUS %** or such other sum as may be arrived at under the clause of the standard preliminary specification relating to "Payment on lump sum basis or final measurements at unit prices".

I/We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measurement quantities.

I/We agree to keep the offer in this tender valid for a period of 180 days from the date of opening of tender and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, within the validity period, the earnest money deposited by me/us will be forfeited to APSPCL.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein and the APSS Addenda volume; and that I/We have made such examination of the contract documents and of the plan, specifications and quantities, and of the locations where the said work is to be done, and such investigation of the work required to be done, and in regard to the materials required to be furnished so as to enable me/us to thoroughly understand the intention of the same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the APSPCL based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations restrictions and conditions.

If my/our tender is accepted, the earnest money shall be retained by the APSPCL as security for the due fulfillment of this contract. If upon written intimation to me/us by the Superintending Engineer/Civil/APSPCL/Guntur, I/We fail to attend the said office before the end of the period specified on such intimation the tender will not be considered and if, upon intimation being given to me/us by the Superintending Engineer/Civil/APSPCL/Guntur of acceptance of my/our tender, I/We fail to make the additional security deposit or to enter into the required agreement as defined in clause 5 of the detailed tender conditions, then I/We agree to the forfeiture of the Earnest money; Any notice required to be served on me/us here under shall be sufficiently served on me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice if sent by post be deemed to have been served on me/us at the time when in due course of post, it would have been delivered at the address to which it was sent.



I/We fully understand that the written agreement to be entered into between me/us and the APSPCL shall be the foundation of the rights of both of the parties and the contract shall not be deemed to be completed until the agreement has first been signed by me/us and then by proper officer authorized to enter into contracts on behalf of APSPCL.

I/We am/are professionally qualified and my/our qualifications are given below.

S.No.	Name	Qualifications

I/We will employ at my/our own cost at least **1 (One) number Diploma Engineer** and other technically qualified staff in adequate numbers on full time basis and see that they are available at work site during working hours and also whenever required by the Engineer in-charge to take instructions and for arranging efficient and expeditious execution of work to the satisfaction of the Engineer-in-charge. In case we fail to employ the above mentioned technical staff we are agreeable for the recovery towards such default to be made from our bills at the rate of **Rs.50,000/- (Rupees Fifty Thousand only) per month or part thereof.**

The APSPCL directs that in the case of both Lump sum and K2 contract of Rs. 50,000 and above in value, the contractor irrespective of his class shall be required to employ the personnel on the concerned works at his own cost whether technical skill is required or not.

The appointment of staff shall be on full time basis and they shall be available at the work site whenever required by the Engineer-in-charge to take instructions. The contractor shall deploy required technical personal in addition to the above as per actual needs and as directed by the Engineer-in-charge.

I/ We have accepted the rate of progress i.e., the construction programme for the work as envisaged in this tender specification.

## TECHNICAL SPECIFICATIONS

### 1.00 GENERAL

This specification is to cover preparation of general arrangement, construction as well as Fabrication drawings, supply of all labour as well as materials and construction of all civil, structural works for the proposed Construction of "**APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) - Clearing and Uprooting of Juliflora (Prosafis) jungle & Grass along the Internal BT Road near PS-02 and PS-04 of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa District, A.P.**" promoted by M/s. Andhra Pradesh Solar Power Corporation Private Limited.

### 2.00 SCOPE OF WORK:

In general broad scope of work consists of the following:

- a) Clearing grass and removal of rubbish and unwated plant growths road sides and Plots.
- b) Clearing Juliflora (Prosafis) jungle.

The work shall complete in all respects under this specification shall include but not limited to the following.

### 3.00 CLEARING GRASS AND REMOVAL OF RUBBISH AND UNWATED PLANT GROWTHS ROAD SIDES AND PLOTS:

The firm shall arrange for Clearing grass and removal of rubbish and unwated plant growths road sides and Plots and uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials up to a distance of 50 m outside the periphery of the area as per Technical Specification Clause 201 MORTH complete finished item of work as directed by Engineer - In - Charge.

**3.01 MODE OF PAYMENT:** The payment shall be made on the basis of Sqm.

### 4.00 CLEARING JULIFLORA (PROSAFIS) JUNGLE:

The firm shall arrange for Clearing Juliflora (Prosafis) jungle including uprooting and removing of Juliflora stumps disposal of unserviceable materials up to a distance of 100 m outside the periphery of the area including cost and conveyance of all machinery and labour chargers, all leads and lifts complete finished item of work as directed by Engineer in Charge.

**4.01 MODE OF PAYMENT:** The payment shall be made on the basis of Sqm.

**SCHEDULE - A****BILL OF QUANTITIES**

- a) The quantities given in the bill of quantities are approximate but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set forth in the preliminary specifications of the A.P. Standard Specifications and other conditions and specifications of this contract.
- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Engineer-in-charge and the cost calculated by measuring or weight at the respective prices without any additional charges for any necessary or contingent works connected therewith.
- c) For all items of work which are more than 10% in excess of the quantities shown in the bill of quantities the rate payable for excess quantities beyond 10% shall be either tender rate or the SS rate for the item plus or minus the overall tender percentage whichever is less. The SS rate means the rate within the estimate has been prepared for comparison with tenders.
- d) The rates quoted by the contractor are firm till completion of the work in all respects. No price variation of rates is allowed in case of delay in handing over of site to the contractors, if any by the department. However, corresponding extension of time will only be granted to the contractors.

## **BANK ACCOUNT MANDATE FORM**

### **ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS**

**A. DETAILS OF ACCOUNT HOLDER:**

<b>NAME OF ACCOUNT HOLDER</b>	
<b>COMPLETE CONTACT ADDRESS</b>	
<b>TELEPHONE NUMBER/FAX/E.MAIL</b>	

**B. BANK ACCOUNT DETAILS :**

<b>NAME OF THE BANK</b>	
<b>BRANCH NAME &amp; ADDRESS</b>	
<b>WHETHER THE BRANCH IS COMPUTERISED?</b>	
<b>WHETHER THE BRANCH IS RTGS ENABLED ? IF YES, THEN WHAT IS THE BRANCH'S <u>IFSC CODE</u></b>	
<b>IS THE BRANCH IS ALSO NEFT ENABLED ?</b>	
<b>TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)</b>	
<b>COMPLETE BANK ACCOUNT NUMBER</b>	

**DATE OF EFFECT:** \_\_\_\_\_

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the APSPCL responsible.

**Signature of Contractor**

Date:

Certified that the particulars furnished above are correct as per our records.

**Signature of Banker**

(Bank's Stamp)

Date:

## **INTEGRITY PACT**

Between

**Andhra Pradesh Solar Power Corporation Private Limited** hereinafter referred to as "**APSPCL**",

And

\_\_\_\_\_ herein after referred to as "**The Bidder / Contractor**"

The APSPCL intends to call tenders and award the work under laid down organizational procedures, contract/s for the work of **"APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) - Clearing and Uprooting of Juliflora (Prosafis) jungle & Grass along the Internal BT Road near PS-02 and PS-04 of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa District, A.P."**

The APSPCL and the Bidders shall value the full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in bidding and as well as execution of contracts and both the parties shall adhere to the following.

### **1. Commitments of the APSPCL**

- a. No employee of the APSPCL, personally or through family members, will in connection with the tender or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The APSPCL will, during the tender process treat all Bidder(s) with equity and reason. The APSPCL will in particular, before *and* during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

### **2. Commitments of the Bidder(s)/ contractor(s)**

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the APSPCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the APSPCL as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3. If the Bidder(s)/Contractor(s), before award or during execution commits a transgression through a violation of clause 2, above or in any other form such as to put his reliability or credibility in question, the APSPCL is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and exclusion in future tenders.
4. If the APSPCL disqualifies the Bidder(s) from the tender process prior to the award as per clause 3 above, the APSPCL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
5. If the APSPCL terminates the contract or if the APSPCL is entitled to terminate the contract according clause 3 above, the APSPCL shall be entitled to demand and recover from the contractor liquidated damages of the Contract value or the amount equivalent to Performance Guarantee.
6. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
7. The Integrity Pact begins from the date of tender notification and expires after the contractor receives the last payment under the contract.

\_\_\_\_\_  
(For & On behalf of the APSPCL)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

Witness 2 :  
(Name & Address)

**SCHEDULE-A**

**Name of the work :- APSPCL – Kadapa Ultra Mega Solar Park (1000 MW) - Clearing and Uprooting of Juliflora (Prosafis) jungle & Grass along the Internal BT Road near PS-02 and PS-04 of Kadapa Ultra Mega Solar Park (1000 MW), Kadapa District, A.P.**

S. No	Quantity		Description of Item	Rate	per	Amount
1	29000.00	Sqm	Clearing grass and removal of rubbish and unwated plant growths road sides and Plots and uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials up to a distance of 50 m outside the periphery of the area as per Technical Specification Clause 201 MORTH complete finished item of work as directed by Engineer - In - Charge.		Sqm	
2	2900.00	Sqm	Clearing Juliflora (Prosafis) jungle including up-rooting and removing of Juliflora stumps disposal of unserviceable materials up to a distance of 100 m outside the periphery of the area including cost and conveyance of all machinery and labour chargers, all leads and lifts complete finished item of work as directed by Engineer in Charge.		Sqm	
			Total			
	In Words					

**Contractor****Sd/-  
Superintending Engineer/Civil**